¨ÉAUÀ¼ÀÆgÀÄ «zÀÄåvï
¸ÀgÀ§gÁdÄ PÀA¥À¤ ¤AiÀÄ«ÄvÀ
BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

SECTION – II

INSTRUCTIONS TO BIDDERS
(ITB)

INSTRUCTIONS TO BIDDER

CONTENTS

CL. NO.	Description
A.	**INTRODUCTION**
1.0	General Instructions
2.0	Cost of Bidding
B	**THE BIDDING DOCUMENTS**
3.0	Contents of Bidding Document
4.0	Understanding of Bid Documents
5.0	Clarifications of Bid Documents
6.0	Amendment to Bid Document
C	**PREPARATION OF BIDS**
7.0	Language of Bid.
8.0	Local Conditions
9.0	Documents Comprising the Bid
10.0	Scope of the Proposal
11.0	Bid Price
12.0	Price Basis
13.0	Taxes and Duties
14.0 (a)	Time Schedule
14.0 (b)	Contract Quality Assurance
15.0	Insurance
16.0	Bid Security/EMD
17.0	Period of Validity of Bids.
D	**SUBMISSION OF BIDS**
18.0	Format of Bid
19.0	Signature of Bids
20.0	Deadline for Submission of Bids
21.0	Late Bids
22.0	Information Required with the Proposal
23.0	Modification and Withdrawal of Bids
E	**BID OPENEING AND EVALUATION**
24.0	Opening of Bids by BESCOM
25.0	Techno-commercial evaluation, Purpose of Evaluation of Bids & Confidentiality:
26.0	Policy for Bids under Consideration
27.0	Clarification of Bids
28.0	Preliminary Examination
29.0	Techno–Commercial Evaluation
30.0	Evaluation of Price Bids
31.0	Negotiations
F	**AWARD OF CONTRACT**
32.0	Award Criteria
33.0	BESCOM's Right to Accept any Bid and to Reject any or All Bids
34.0	Notification of Award
35.0	Signing of Contract
36.0	Contract Performance Guarantee

SECTION - II - ITB

INSTRUCTION'S TO BIDDERS

A. INTRODUCTION

1.0 **General Instructions:**

The Bangalore Electricity Company Limited, hereinafter called BESCOM/OWNER will receive Bids in respect of Tender for **Availing Services to the BESCOM Control Room located at Centre of Excellence, HSR layout, Bengaluru on turnkey basis.** The Bids shall be prepared and uploaded to Karnataka Public Procurement Portal website (https://kppp.karnataka.gov.in) in accordance with these instructions.

1.1 Qualifying Requirements of Bidders:

(a) *Eligibilities and Qualifying Requirement for Bidders:*

(b) As enumerated in **IFB - 11.0**. Necessary documentary evidence for fulfilling the eligibility criteria / qualifying requirements shall be uploaded in the Karnataka Public Procurement Portal. Not submitting the documentary evidence shall lead to rejection of the bid.

2.0 **Cost of Bidding:**

The Bidder shall bear all Costs and expenses Associated with preparation and submission of its Bid including Pre/Post Bid discussions, Technical and other Presentations etc., and the BESCOM will, under no circumstances, be responsible or liable for these Costs, regardless of the conduct or outcome of the Bidding process.

B. THE BIDDING DOCUMENTS

3.0 **Contents of Bidding Document:**

3.1 The Works / Services required, Bidding Procedures and Contract Terms are prescribed in the Bidding Document. The Bidding Document is a compilation of the following Sections:

1. Section – I	Invitation For Bids	-	IFB
2. Section – II	Instruction to Bidders	-	ITB
3. Section – III	General terms and Conditions of the contract	-	GCC
4. Section – IV	Special Conditions of Contract	-	SCC
5. Section – V	Schedule of Requirements	-	SOR
6. Section – VI	ANNEXURE	-	ANNEX
7. Section – VII	Techno-commercial sheets	-	TCS

TECHNO COMMERCIAL SHEETS are to be filled and submitted by the Bidder in addition to uploading all the documents for fulfilling the Qualifying requirements and the price to be quoted by the Bidder shall be directly entered against the price sheet of this enquiry in the KPPP website.

4.0 **Understanding of Bid Documents:**

4.1 A Prospective Bidder is expected to examine all Instructions, Forms, Terms and Specifications in the Bid Documents and fully inform himself as to all the Conditions and matters, which may in any way, affect the Scope of Work / Service or the Cost thereof. Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

5.0 **Clarifications on Bid Documents:**

5.1 If the Prospective Bidder finds discrepancies or omissions in the Specifications and Document or is in doubt as to the true meaning of any Part, he shall at once make a request, in writing for an interpretation/clarification, to the BESCOM. The BESCOM, then, will issue interpretations and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications the Bidder may submit his Bid but within the time and date as specified in the Invitation for Bid. All such interpretations and clarifications shall form a Part of the Bidding Document and shall accompany the Bidder’s Proposal. A prospective Bidder requiring any clarification on Bid Document may notify the BESCOM in writing. The BESCOM will respond in writing to any request for such clarifications on the Bidding Document, which, it receives not later than the date indicated in Section-IFB and the Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in). Clarifications/ Amendments / Addendum / Corrigendum will be issued through the Karnataka Public Procurement Portal, if found necessary.

5.2 Verbal clarifications and information given by the BESCOM or his Employee(s) or his Representative(s) shall not in any way be binding on the Owner.

6.0 Amendment of Bidding Document:

6.1 At any time prior to the deadline for submission of Bids, the BESCOM may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document / conditions by Amendment(s).

6.2 The Amendment will be notified in the Karnataka Public Procurement Portal and the same shall be made available against the published tender enquiry in the Karnataka Public Procurement Portal. BESCOM will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

6.3 In Order to provide prospective Bidders reasonable time to take the amendment into account in preparing their Bids, the BESCOM may, at its discretion, extend the Due date for the submission of Bids.

6.4 Such Amendments, Clarifications etc. shall be binding on Bidders and will be given due consideration by the Bidders while they submit their Bids and invariably upload such Documents as a part of the Bid.

C. PREPARATION OF BIDS

7.0 Language of Bid:

7.1 The Bid prepared by the Bidder and all correspondence and Documents relating to the Bid, exchanged by the Bidder and the BESCOM, shall be written in the *English or Kannada Language* only, provided that any Printed Literature furnished by the Bidder may be written in another language so long as accompanied by an authenticated English or Kannada translation of its pertinent passages. Failure to comply with this may disqualify a Bid. For purposes of interpretation of the Bid, the English or Kannada translation shall govern.

8.0 Local Conditions:

8.1 It will be imperative on each Bidder to fully inform himself of all Local conditions and factors which may have any effect on the execution of the Contract covered under these Documents and Specifications. The BESCOM shall not entertain any request for clarifications from the Bidders, regarding such Local conditions.

8.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No Claim for financial adjustment to the Contract Awarded under these Specifications

and Documents on account of Local conditions will be entertained by the BESCOM. Neither any change in the Time Schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the BESCOM, which are based on the lack of such clear information or its effect on the Cost of the Service to the Bidder.

9.0 **Documents comprising the Bid:**

9.1 The Bidder shall complete the Bid Form inclusive of Price Schedule, Technical Data Requirements etc. provided in the Bidding Documents, indicating a brief description of Services to be rendered, Quantity and Prices.

9.2 The Bidder shall also submit Documentary evidence in the Karnataka Public Procurement Portal to establish that the Bidder meets the Eligibility Criteria / Qualification Requirements as detailed in Clause 1.1 above and Clause 11.0 of IFB.

9.3 The Tender Processing Fee and Bid Security shall be in accordance with Clause 4.0 of Section IFB.

10.0 **Scope of the Proposal:**

10.1 The scope of the proposal shall be "**Providing Services to the BESCOM Control Room Centre located at Centre of Excellence, HSR layout, Bengaluru on turnkey basis"** which includes providing necessary qualified Customer Support Executives, Team Leaders and Team Managers, arranging Transportation and Refreshments to the deployed staff, providing Training, Uniform cloths, ID cards, Recruitment, Administration etc., to the staff employed for discharging the helpline / control room activities on turnkey basis and ensuring smooth functioning of Helpline Centre / Control Room Centre as per the technical specifications and other terms & conditions as specified in the bid documents including the following:

a) Services Required by the Client:

i. The Contractor shall be providing manpower services in Client's premises as per the details given herein, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.

ii. The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.

iii. The Contractor shall provide manpower services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

b) Contractor's Obligations:

i. The Contractor shall provide manpower services at Client's premises as per Schedule of Work / Requirements which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.

ii. The Contractor shall provide manpower services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.

iii. The Contractor shall submit to Client, the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.

iv. The Contractor shall produce to the client, the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.

v. The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the any personnel with prior intimation to the Client, emergencies, exempted.

vi. The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.

vii. The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.

viii. The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.

ix. The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.

x. The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF

Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.

xi. The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost.

xii. The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc. Proof of the same should be submitted by the Contractor quarterly.

xiii. The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.

xiv. Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

xv. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.

xvi. The Contractor shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing services.

xvii. The criminal history of Contractor's personnel deployed for the helpline / control room shall be got verified from the Police and submit the Police Verification report to the Owner.

c) Contractor's Personnel:

i. The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.

ii. The Contractor shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel

iii. The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

d) Contractor's Liability:

i. The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower services to the Client.

ii. The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:

iii. Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;

iv. Consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of manpower Services to the Client.

v. The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost, and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

e) Clients Obligations:

i. Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the manpower Services are to be provided required to enable Contractor's employees to carry out the Services.

ii. The Client shall comply with and fulfill the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.

iii. To enable the Contractor to provide the manpower services, the Client shall ensure that their staff is available to provide such assistance.

iv. The Client shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract.

v. The Client does not recognize any employee, employer's relationship with any of the workers of the Contractor.

vi. The Contract agency, which is providing staff services not entitled to claim any permanency benefits from BESCOM.

vii. The Contractor shall ensure satisfactory working standards by his staff posted as staff and loss to BESCOM caused due to negligence in duties, undesirable act, misbehavior and carelessness of its employees shall be borne by the Agency itself. In case if the services are not up to the mark, such staff has to be replaced at the request of local officers by the Agency.

viii. Agency shall take the responsibility of inspecting their employees on duty on regular basis by appointing one supervisor. Agency shall inspect from time to time and ensure satisfactory performance of the employees provided.

ix. The Tenderer shall not quote the rates lesser than the prevailing rates provided by the GoK as per the "Minimum Wages Act 1948". The client shall ensure that the rates quoted by the Bidder shall not be lesser than the prevailing Minimum wages.

f) The salient feature of the scope of service / work is detailed in IFB – 1.9.

10.2 No deviation whatsoever, either in full or in part, the Conditions of the Bidding Documents as specified in the Special Conditions of Contract is permitted by the BESCOM. Therefore, the Bidders are advised that while making Bid Proposals and quoting Prices, these conditions may appropriately be taken into consideration. Bidders are required to furnish a Certificate to **General Manager, Customer Relation, BESCOM** in this regard as per the Format provided in Special Conditions of Contract in sealed envelope along with other Documents, as indicated in Clause 5.0 of Section IFB. In the event of Non-receipt of the above mentioned **"No Deviation Certificate" (ANNEXURE-I)** on or before the Date and Time indicated in Clause 6.0 of Section IFB, the Bids of such Bidders will not be opened and will be treated as **Non-Responsive**.

10.3 Bids not covering the Scope of Works may be treated as incomplete and hence rejected summarily.

10.4 The Bidder shall complete all the Schedules & Annexure in the Bid Proposal Sheets, Technical Data Sheets, **and Price Sheets** and specified elsewhere. The Eligibility Criteria / Qualifying Data shall be filled in the required Schedule of Techno-Commercial sheets. While furnishing Eligibility Criteria / Qualifying Data, only the relevant documents stipulated in eligibility

criteria / qualifying requirements and other relevant documents stipulated elsewhere in the tender document, shall be furnished.

11.0 **Bid Price:**

11.1 The Bidder shall quote lump sum price on the amount put to tender which is inclusive of wages (Basic+VDA) including EPF contribution of Employer, Transportation Charges, Refreshments Charges & Other Charges which includes charges towards Uniform Cloths including washing allowance, HR activities, Recruitment, Training, Administration etc., and other incidental expenses of the said work in the Karnataka Public Procurement Portal of the respective enquiry price Schedule, **which shall be** inclusive of all applicable Taxes such as CGST, SGST, IGST, UTGST, CESS, if any for the work / Services under the contract as the case may be.

11.2 The prevailing rates of all applicable CGST, SGST, IGST, UTGST, CESS if any shall be considered while quoting the lump sum price on the amount put to tender for the said work in the Karnataka Public Procurement Portal of the respective enquiry price Schedule.

11.3 As the tender invited on the basis of quoting lump sum price on the amount put to tender, the successful bidder shall furnish the detailed break up for the all the items under the scope of the contract, in the event of the order before issuing of the DWA / Contract order.

11.4 Bid Currency shall be exclusively in Indian Rupees. The bids offered in any other currency other than Indian currency would summarily be rejected.

12.0 **Price Basis:**

12.1 The price shall be quoted on FIRM basis. The prices shall be Firm throughout the period of Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected. However, if the minimum wages are increased by the Government during the currency of the contract, then the awarded rates towards the wages will also be proportionately increased.

13.0 **Taxes and Duties:**

13.1 The applicable CGST, SGST, Cess if any etc., shall be included in the price bid, and shall be indicated separately in price schedules as mentioned in clause 11 supra.

Any such taxes, duties, levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to

Bidder's account and no separate claim on this behalf shall be entertained by the BESCOM.

In case of any statutory variation in **CGST, SGST, IGST, UTGST, levies, CESS if any** or if any **tax**/ duty/levy is newly introduced by the government applicable for this contract with effect from the next day of the date of submission of the bid these variations/additional **taxes**/ duties/ levies will be to the account of the Owner. In case the Bidders indicate lesser rates of **taxes** & duties with reference to the prevailing rates of **taxes** & duties at the time of bidding, any variations in the **taxes** and duties would be paid/recovered keeping the rates of **taxes** & duties applicable as on the **last date of Techno-Commercial Bid Submission as notified (either original or extended) as** the base and not the quoted rates of **taxes** & duties for payment/recovery of difference in the **taxes** and duties. If the contractor is required to pay additional **tax** or duty, then the owner shall reimburse the contractor the additional **tax** or duty so paid by the contractor against submission of documentary evidence to the satisfaction of the owner by the contractor. If there is a reduction in the taxes/duties with effect from the next day of the date of submission of the bid, the individual item rates / contract price will be reduced to that extent or recovered from the bills due to the Contractor. This provision will be applicable to all the items of service / works.

The claims against statutory variation, in principle, would be settled as reimbursement provided the contractor furnishes documentary evidence to establish that the extra amount claimed due to statutory variation was in fact paid by him solely on account of such statutory variation. This may vary from case to case depending upon the nature of statutory variation.

13.2 The BESCOM will deduct Tax at Source as per applicable law from the proceeds payable to the Contractor.

13.3 The bidder must be GST registered firm having GSTIN.

13.4 As regards the Income Tax, Surcharge on Income Tax and any other Corporate Tax, the BESCOM shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of the Law.

13.5 Notwithstanding anything stated in the Sub-Clause 13.1 to 13.4 above, the BESCOM shall have the right to make deduction at Source from the amounts payable to the Contractor against this Contract in respect of any Tax liability as may be Mandatory in terms of the Law. The BESCOM shall not bear any liability in this regard but shall issue necessary TDS Certificate in respect of such deductions made.

13.6 The Owner's liability for all taxes and duties under the contract shall be limited to only those indicated by the Bidder in the break up prices subject to the statutory variations and variations as per clause No. 13.1 supra.

If the cost of the Contract during the performance of the contract shall be increased or reduced by reasons of the making, passing or promulgation of any law after the date of submission of bid or by any order, regulation or by-law having the force of law, the amount of such increase or reduction shall be added to or deducted from the 'Contract Price' as the case may be. It is the Bidder's responsibility to furnish details of **taxes,** duties, levies, etc. applicable as on the date of submission of the bid.

13.7 Before quoting, the Bidder shall ascertain from the concerned **Tax** Authorities of Government of Karnataka/ Govt. of India, the applicability of **CGST, SGST, IGST, UTGST, CESS if any** etc., **as on the last date of** Techno-Commercial Bid Submission as notified (either original or extended) in respect of this tender and include the same in the quoted Price. No separate Claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these **Taxes**.
Note: The successful bidder shall be entirely responsible for payment of all **taxes**, levies, duties, license fees, etc., incurred until completion of contract.

13.8 Statutory Variation regarding increase/decrease of existing Taxes & Duties or introduction of a new tax or duty during the Contractual completion period would be to the account of Owner.

14.0 (a) **Time Schedule:**

The basic consideration and the essence of the Contract is strict adherence to the Time Schedule in performing the specified Services / Works. The successful Bidder will be required to prepare the shift chart and got approved by the Owner. The Owner reserves the right to request for a change in the Work Schedule / number of staff in a shift i.e., depending upon the need and necessity Owner shall insists for increase / decrease the number of staff deployed in a shift, in such situation successful Bidder shall redeploy staff from one shift to other shift and shift chart shall be prepared for the redeployed pattern and got approved from the Owner.

(b) **Quality of food:**

The successful Bidder shall take necessary precautions and care to provide hygienic, good quality and tasty food to the deployed staff. The sufficient quantity of breakfast, lunch and dinner shall be provided and in the middle of every shift refreshment is to be provided. The Bidder shall ensure to provide different Menu for each day and weekly menu is to be got approved by the Owner. At present outside cooked food is brought and served in the Helpline Centre / Control Room by the awarded agency. The successful Bidder shall bring and serve the outside cooked food. In case Owner makes necessary infrastructure arrangement for cooking the food at the Helpline Centre / Control Room premises, then the successful Bidder shall make necessary arrangements for cooking and serving hygienic, good quality and tasty food including refreshments.

15.0 Insurance:

Bid Price shall include all the Cost in pursuance of fulfilling all the Insurance liabilities under the Contract and no separate amount is payable in this regard.

16.0 Bid Security (EMD)

16.1 All bids must be accompanied with a refundable earnest money of **Rs. 16,29,000=00** as mentioned in the Karnataka Public Procurement Portal. **Up to Rs.10.00 Lakhs** (Rupees Ten Lakhs only) shall be paid electronically through any of the e-payment modes mentioned in the Karnataka Public Procurement Portal and the balance of **Rs. 6,29,000=00** in excess of **Rs.10 Lakhs** shall be in the form of Bank Guarantee (BG). Original Bank Guarantee shall be submitted on or before the last day of bid submission at the office of the General Manager (Customer Relations), Third Floor, BESCOM, Corporate Office, K.R. Circle, Bengaluru - 560 001. Copy of BG shall be uploaded in the Karnataka Public Procurement Portal.
The earnest money deposit shall remain valid for **180 days** from the schedule date of submission of bid documents.
Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.

16.2 *The Bid Security is required* to protect the BESCOM against the risk of Bidder's conduct including *withdrawing the bid after acceptance* for any reason whatsoever, which would warrant the Guarantee forfeiture, pursuant to Para 19.6. The Bid Security shall be made payable to the BESCOM without any condition whatsoever.

16.3 Any Bid not accompanied by an acceptable earnest money deposit and not secured in accordance with Para 16.1 above will be rejected summarily by the BESCOM as Non-Responsive.

16.4 Unsuccessful Bidder's Bid Security / EMD will be returned / refunded within a period of one month from the date of execution of Contract agreement with the successful Bidder or earlier. EMD of unsuccessful bidders will be refunded online through the Karnataka Public Procurement Portal. Hence, bidders are advised to enter correct bank account information (complete bank account no., IFSC etc) in the Karnataka Public Procurement Portal.

16.5 The successful bidder’s Bid Guarantee will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security as stipulated elsewhere in the Bid Documents.

16.6 **The** earnest money deposit (Bid Security) **shall be liable for forfeiture in the following cases**, **besides blacklisting the firm:**

a) If a Bidder withdraws or modifies his Bid during the period of Bid validity specified by the Bidder on the Bid Form:

OR

b) In case of a successful Bidder, if the Bidder fails within the specified time limit:

i) To sign the Contract,

OR

ii) To furnish the required Performance Guarantee in the prescribed format.

OR

c) If bidder furnish the false information or fake documents.

OR

d) If any cartel is formed by the bidders in their quotations;

OR

e) If the Bidder does not accept the correction of the Tender Price

16.7 Any Bid not accompanied by the required Bid Security in accordance with provisions of this Clause will be rejected by the BESCOM and shall not be opened.

16.8 No interest shall be payable by the BESCOM on the above Bid Security.

16.9 Permanent EMD holders if any for Turnkey Projects with BESCOM are **not exempted** from furnishing the Bid Security. **PEMD HOLDERS SHOULD ALSO FURNISH BID SECURITY.** Government/Quasi Government/ Public Sector Undertakings are not exempted from furnishing the Bid security.

17.0 Period of Validity of Bids:

17.1 Bids shall remain valid for **180 days** from the ***date of Techno-Commercial Bid opening*** unless otherwise specified in the accompanying Special Conditions of Contract. A Bid valid for a shorter period will be rejected by the BESCOM summarily as Non Responsive. Bidder shall submit letter of undertaking in the prescribed proforma **Annexure – V,** undertaking to keep their Bid Valid for a period of One Hundred and Eighty days (180 days) from the date of techno-commercial bid opening.

In exceptional circumstances, the BESCOM may solicit the Bidder's consent for an extension of the period of validity. The request and the response thereto shall be made in writing (including Fax or E-Mail). In such an event the Bid Security provided under Clause 16.0 shall also be extended by the same period as the extension in the validity of the Bid. A Bidder may refuse the request without becoming liable for forfeiture of his Bid Security. A Bidder agreeing to the extension will not be required or permitted to modify its Bid.

D. SUBMISSION OF BIDS

18.0 Format Of Bid:

18.1 The Bids are invited in **Electronic Mode** through Karnataka Public Procurement Portal only. **No hard copies shall be accepted except the documents mentioned in below clause no: 18.4.2.** Bidding documents are available free of cost in the Karnataka Public Procurement Portal, however bidders are required to pay the bid processing fee as prescribed by the Karnataka Public Procurement Portal service provider for the respective bids.

18.2 The Techno- Commercial Bid consists of following:

i) Documents uploaded / Submitted by the Bidder to meet the prescribed qualifying requirements / eligibility criteria

ii) Techno – Commercial Sheets

18.3 The Price Bid consists of following

Financial offer shall be submitted in the Karnataka Public Procurement Portal only. No Hard copies will be received.

18.4 A prospective Bidder, who wishes to submit the Bid, shall adopt the following procedure.

18.4.1 The Bidder shall enter all-Inclusive lump sum price on the amount put to tender for the said service / work in the Karnataka Public Procurement Portal of the respective enquiry Price Schedule for the total scope of the work/service as mentioned in the Karnataka Public Procurement Portal on or before the time and date indicated in the Notification / Section IFB and thereafter system will automatically generate the total quoted amount.

18.4.2 The Documents as indicated in clause 5.0 of IFB along with original BG are to be sealed in a cover and sent to General Manager, Customer Relation, 4th Floor, 2nd Block, BESCOM, Bengaluru, so as to reach ***on or*** **before the date & time of submission of Bid documents in a sealed cover**.

18.4.3 All the documents - indicated in clause 18.4.2 shall also be uploaded in the appropriate schedules of techno commercial bid along with scanned copy of bank guarantee towards balance amount of EMD.

18.5 The bids shall be uploaded in the Karnataka Public Procurement Portal **only** on or before the last date and time for submission of the bid. Bids not submitted in the Karnataka Public Procurement Portal **and non-uploading of EMD/Bid security** will be **treated as disqualified.**

18.6 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

18.7 All the documents in support of qualifying requirements shall be scanned and uploaded in the Karnataka Public Procurement Portal. **Failure to furnish the documentary evidences/supports electronically would result in outright rejection of their offers.**

19.0 **Signature of Bids:**

19.1 The Techno Commercial Sheets must contain the Name, Address of Residence and Place of Business of the Persons or Persons making the Bid and the name of the Authorized Persons. However, the Documents indicated in Clause 18.4.2 supra shall be signed by Authorised Persons (except for Bid Security).

19.2 Bid by Partnership Enterprises must be furnished with Full Names of all Partners.

20.0 **Deadline for Submission of Bids:**

20.1 Bid shall be uploaded to the website on or before the last date and time for submission of bids indicated in notification in IFB, failing which bidders

cannot submit their bids as the Karnataka Public Procurement Portal automatically locks the tender.

20.2 The Owner may, at his discretion, extend this deadline for the submission of Bids by amending the Bidding Document, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

21.0 **Late Bids:**

21.1 Failure in uploading the documents in time, due to any reasons is not attributable to BESCOM.

22.0 **Information required with the Proposal:**

22.1 The Bids must clearly indicate the Name of the Bidder.

22.2 The above information shall be provided by the Bidder in the form of separate Sheets, Documents, Drawings, Catalogues, etc. which need to be uploaded in the Karnataka Public Procurement Portal.

22.3 Any Bid not containing sufficient Descriptive Material to describe accurately the services proposed may be treated as incomplete and hence rejected.

22.4 Oral statements made by the Bidder at any time regarding Quality, Quantity or Man Power arrangement or any other matter will not be considered.

22.5 In case the information furnished in the 'Proposal' contradicts Specification requirements, the Specification requirements will govern, unless otherwise brought out clearly in the Technical Commercial Deviation Schedule.

23.0 MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw their bid after the bid's submission prior to the deadline prescribed for submission of bids.

E. BID OPENING AND EVALUATION

24.0 Opening of Bids by Owner:

24.1 On the Date and Time fixed by the Owner for opening of Bids, the tender will be opened for verification of payment of Tender Processing Fee and EMD by the Owner. **Thereafter, the Techno -Commercial Bids will be opened on** the Date and Time for opening of Bids stipulated in the Invitation For Bid or in case any extension has been given thereto, on the extended Bid opening Date and Time notified in the Karnataka Public Procurement Portal and also open the sealed cover containing the Documents (as described in Clause 18.4.2 of Section-ITB).

24.2 The Bidder's Names qualified for Techno-Commercial Opening will be available on the website after opening.

25.0 Techno-commercial evaluation & Purpose of Evaluation of Bids:

25.1 The Techno-Commercial Bids accepted and opened will be evaluated by the BESCOM to ascertain the Technical Responsiveness of the Bid for the complete Scope of the Proposal as per the eligibility criteria / pre-qualifying requirements stipulated in the tender. BESCOM shall evaluate the "Technical Proposal" only for the bidders who meet the eligibility criteria /pre-qualifications requirements.

The Technical Proposal and Financial Proposal of Bidders who meet the eligibility criteria / pre-qualifying requirements will be evaluated based on the Quality cum Cost Based System (QCBS) selection methodology. In this methodology, each Technical Proposal will be assigned a technical score (St) out of a maximum of 100 marks. Only the Bidders who get an overall Technical score of 45 marks or more will qualify for short listing / selection for opening the financial proposal. The lowest Financial Proposal (F_m) will be given a financial score (S_f) of 100 points and the formula for determining the financial scores is Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F the price of the proposal under consideration. Thereafter proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal (**T=60**); P = the weight given to the Financial Proposal (**P=40**); T + P = 1) and by reckoning combined technical (St) and financial (Sf) score using the formula $S = S_t \times T\% + S_f \times P\%$. The Bidder achieving the highest combined technical/ financial score will be invited for negotiations.

25.2 **Confidentiality:**

25.2.1 Information relating to the examination, evaluation, comparison and post qualification of bids and recommendation of contract award, shall not be disclosed to the Bidders or any persons not officially concerned with such process until information on the contract award is communicated to all Bidders.

25.2.2 Any attempt by a Bidder to influence the owner in the evaluation of the bids or contract award decisions may result in the rejection of its bid.

25.2.3 Notwithstanding ITB 25.2.2, form the time of bid opening to the time of contract award, if any Bidder wishes to contact the owner on any matter to the bidding process, it may do so in writing.

26.0 **Policy for Bids under consideration:**

26.1 Bids shall be deemed to be under consideration immediately after opening of Techno-Commercial Bid and until such time official intimation of Award / rejection is made by BESCOM to the Bidders. While the Bids are under consideration, Bidders and/or their Representatives or other interested Parties are advised to refrain from contacting by any means, BESCOM and/or his Employees/ Representatives on the matters related to the Bids under consideration.

No Bidder shall contact the owner on any matter relating to its Bid, from the time of the Bid opening to the time the contract is awarded.

Any effort by a Bidder to influence the Owner in the Owner's Bid evaluation, Bid comparison or Contract award decisions, may result in disqualification.

27.0 Clarification of Bids:

To assist in the examination, evaluation and comparison of Bids, the BESCOM may, at his discretion, ask the Bidder for a clarification on **already uploaded documents** of their Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

28.0 Preliminary Examination:

28.1 BESCOM will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required Sureties have been furnished, whether the Documents have been properly signed, and whether the Bids are generally in Order.

28.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the latter shall prevail and the total bid amount will be corrected accordingly. If there is a discrepancy between words and figures, the amount advantageous to the Owner will prevail. If the Bidder does not accept the correction of the errors as above, his bid will be rejected and the amount of bids security will be forfeited.

29.0 Techno–Commercial Evaluation:

The bids submitted in the Karnataka Public Procurement Portal will be evaluated on the basis of techno-commercial information furnished by the Bidder. The bids which are submitted fulfilling the eligibility criteria / qualifying requirements of the tender and obtained overall Technical score of 45 marks or more will be treated as technically responsive.

29.1 Prior to the detailed technical and price evaluation, the Owner will determine the substantial responsiveness of each Bid to the Bidding Document. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the Terms and Conditions of the Bidding Document without Material Deviations & confirming to specifications. A Material Deviation is one which affects in any way the Prices, Quality, Quantity or Delivery Period of the Services, Completion period of contract or which limits in any way the responsibilities or liabilities of the Bidder or of any right of the Owner as required in these Specifications and Documents. The Owner's determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.

29.2 The eligibility criteria of Techno-commercial Bids will be evaluated generally on the following points but not restricted to the same.

a. Payment of the EMD
b. Eligibility Criteria / Qualifying Requirements / General Conditions
c. Completeness of the offer to carry-out all the services / work as per the requirement.
d. Bid validity
e. Acceptance to all terms and conditions of the tender to be declared by the Bidder as per the **Annexure I** provided in Special Conditions of Contract

29.3 A Bid determined as not substantially Responsive shall be rejected by the Owner and shall not subsequently be made Responsive by the Bidder by correction of the Non- conformity.

29.4 The Owner may waive any minor infirmity or Non-conformity or irregularity in a Bid which does not constitute a Material Deviation, provided such waiver does not prejudice or affect the relative ranking of any of the Bidder.

30.0 Evaluation of Price Bids:

30.1 **OPENING OF PRICE BID:** The price bids of all the technically responsive Bidders will be opened. The date and time of opening of the price bid shall be intimated to all qualified Bidders in the Karnataka Public Procurement Portal.

30.2 After opening the price bids, price evaluation will be done based on the rates quoted by the Bidders in the Karnataka Public Procurement Portal. For the purpose of the evaluation and comparison of Bids, **"Bid Price"** shall mean the **total lump sum price for the said services in the** Karnataka Public Procurement Portal **of the respective enquiry Price Schedule quoted** by each Bidder in his proposal for the complete scope of works.

30.3 The Technical Proposal and Financial Proposal of Bidders who meet the eligibility criteria / pre-qualifying requirements will be evaluated based on the Quality cum Cost Based System (QCBS) selection methodology. In this methodology, each Technical Proposal will be assigned a technical score (St) out of a maximum of 100 marks. Only the Bidders who get an overall Technical score of 45 marks or more will qualify for short listing / selection for opening the financial proposal. The lowest Financial Proposal (F_m) will be given a financial score (S_f) of 100 points and the formula for determining the financial scores is Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F the price of the proposal under consideration. Thereafter proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal (**T=60**); P = the weight given to the Financial Proposal (**P=40**); T + P = 1) and by reckoning combined technical (St) and financial (Sf) score using the formula $S = S_t \times T\% + S_f \times P\%$. The Bidder achieving the highest combined technical/ financial score will be invited for negotiations.

30.4 All proposals of the Bidders will be ranked according to their combined technical (St) and financial (Sf) scores shall be compared among themselves to determine the highest combined technical/ financial score and the highest

combined technical/ financial score Bid, as a result of this comparison, will be selected for the Award of the Contract.

31.0 Negotiations:

In the QCBS methodology selection process, Bidder's proposals will be ranked according to their combined technical (St) and financial (Sf) scores. The Bidder achieving the highest combined technical/ financial score will be invited for negotiations.

.

F. AWARD OF CONTRACT

32.0 **Award Criteria:**

32.1 The Owner will award the contract to the Successful Bidder whose bid has been determined to be substantially responsive and has obtained highest combined technical/ financial score as per QCBS selection process in accordance with provisions of KTPP Act and its amendments at an approved rate, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The BESCOM shall be the sole judge in this regard.

32.2 Not withstanding the above, if it is found that the performance vis – a - vis works / services awarded to the Bidder by BESCOM is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualify the Bidder and reject its Bid at any stage of processing of the Bid.
Bidder shall note that BESCOM may not award the work/services to successful bidder, even if it is lowest quoted offer (L1), if in opinion of BESCOM based on its experience, the Firm may not perform well in execution of work/service and may delay in execution because of its existing works/services on hand.

33.0 **BESCOM's right to accept any Bid and to reject any or all Bids**:
BESCOM reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the BESCOM's action.

34.0 **Notification of Award:**

34.1 Prior to the expiration of the period of Bid Validity / extended Validity Period, if any, the BESCOM will Notify the Successful Bidder in writing by Registered Letter or e-mail, to be confirmed in writing by Registered Letter, that his Bid has been accepted.

34.2 The “Notification of Award” shall constitute the formation of the Contract.

34.3 Upon the Successful Bidder furnishing of Performance Guarantee pursuant to Clause 36.0, the BESCOM will promptly notify each unsuccessful Bidder and will discharge respective Bid Security, pursuant to Clause 16.4.

35.0 Signing of Contract:

35.1 **At the same time as the BESCOM notifies the successful Bidder that his Bid has been accepted, the BESCOM will send the Bidder the Letter of Intent (LOI), incorporating all agreements between the Parties.**

35.2 Within 7 days of receipt of the detailed Letter of Intent, the successful Bidder shall sign and date the same and return it to the Owner.

35.3 The Successful Bidder will prepare the Contract Agreement on a stamp paper of appropriate value as stipulated in the Karnataka Stamp (amendment) act 2023 in the prescribed format approved by BESCOM and the same will be signed **within 15 (Fifteen) days of Notification of Award**.

35.4 The Successful Bidder shall also furnish the details of Employees name, EPF/ESI Account Number if available within fifteen days from the date of issuing of contract order / award. If ESI, EPF of agency’s employees Account number is not available, the same shall be submitted to billing section within 45 days from the date of contract order / award, failing which the award will be cancelled and the bidder is liable to be blacklisted apart from forfeiting EMD.

35.5 The Successful Bidder shall furnish Price break up details for all the items along with the Contract documents as per clause 11.3 above.

35.6 The Successful Bidder shall observe all the formalities stipulated in the LOA within the stipulated period failing which, BESCOM reserves the right to cancel the offer and forfeit the Earnest Money deposited by the Bidder.

36.0 **Contract Performance Guarantee:**

36.1 As a Contract Performance Guarantee, the Successful Bidder, to whom the Work is awarded, shall be required to furnish the Performance Guarantee either in the form of **Bank Guarantee/e-bank guarantee** issued by a Public Sector Indian Bank/Scheduled Commercial Bank (in the second schedule of the RBI Act-1934) or in the form of Insurance Surety Bonds (ISB) issued by Insurance Company authorised by Insurance Regulatory and Development Authority (IRDA) of India and the Bank should be covered under jurisdiction of Indian laws in the form attached as Annexure-III to Section - VI in favor of **General Manager, Customer Relation, BESCOM, Bengaluru. The Contract Performance Guarantee amount shall be equal to FIVE percent (5%) of the Annual Contract value** and it shall guarantee the faithful Performance of the Contract in accordance with the Terms and Conditions specified in these Documents and Specifications. **The** PBG / ISB **shall be valid up to 180 days after the end of contract Period**. If the successful Bidder fails to furnish the PBG/ISB within stipulated period, BESCOM reserve right to terminate the contract and forfeit the EMD.

36.2 The above Performance Guarantee is to be submitted within fifteen (15) days from the date of issue of the Letter of Intent (LOI) and shall remain valid up to One Hundred and Eighty **(180)** days after the expiry of contract period.

36.3 In case the contract is renewed, the successful bidder has to extend the validity of the Performance Bank Guarantee for a further period of One Hundred and Eighty **(180)** days after the end of the renewed contract Period.

36.4 The proceeds of the Performance Guarantee shall be payable to BESCOM as compensation for any loss resulting from the failure on the successful bidder’s part to complete its obligations under the Contracts or if any Liquidated Damage is levied on the agency as per terms of the Contracts.

36.5 The Performance Guarantee will be discharged without any interest at the end of **180 days after the end of contract Period**, unless otherwise specified in SCC.

36.6 Failure of the successful Bidder to comply with the requirement of Clauses **36.1 and 36.2** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security and blacklisted the bidder, **in such event BESCOM will call for new Bids.**

Sd/-
General Manager, (Elec.)
Customer Relation, BESCOM

“END OF SECTION-II : ITB”